

THIS IS A REQUEST FOR A SEALED BID

INSTRUCTIONS TO BIDDERS

1. READ THE ENTIRE BID, INCLUDING ALL TERMS AND CONDITIONS AND SPECIFICATIONS.
2. ALL BID PRICES MUST BE TYPED OR WRITTEN IN INK. ANY CORRECTIONS, ERASURES OR OTHER FORMS OF ALTERATION TO UNIT PRICES SHOULD BE INITIALED BY THE BIDDER.
3. THIS BID IS TO BE MANUALLY SIGNED IN INK.
4. BID PRICES SHALL INCLUDE DELIVERY OF ALL ITEMS F.O.B. DESTINATION OR AS OTHERWISE PROVIDED. BIDS CONTAINING "PAYMENT IN ADVANCE" OR "C.O.D" REQUIREMENTS MAY BE REJECTED. PAYMENT IS TO BE MADE WITHIN 30 DAYS AFTER RECEIPT OF PROPERLY EXECUTED INVOICE OR DELIVERY, WHICHEVER IS LATER.
5. AMOUNT OF BID BOND REQUIRED: EVERY BID SUBMITTED FOR IN EXCESS OF FIFTY THOUSAND DOLLARS SHALL BE ACCOMPANIED BY A BID BOND GUARANTEED BY A SURETY COMPANY QUALIFIED TO DO BUSINESS IN THE STATE OF LOUISIANA. THE BID BOND SHALL BE FOR FIVE PERCENT OF THE OFFICIAL BID AMOUNT.
6. TO ASSURE CONSIDERATION OF YOUR BID, ALL BIDS AND ADDENDA SHOULD BE RETURNED IN AN ENVELOPE OR PACKAGE CLEARLY MARKED WITH THE BID OPENING DATE AND THE BID NUMBER, OR SUBMITTED IN THE SPECIAL ENVELOPE IF FURNISHED FOR THAT PURPOSE.
7. BIDS SUBMITTED ARE SUBJECT TO PROVISIONS OF THE LAWS OF THE STATE OF LOUISIANA INCLUDING BUT NOT LIMITED TO L.R.S. 39:1551-1736; PURCHASING RULES AND REGULATIONS; EXECUTIVE ORDERS; STANDARD TERMS AND CONDITIONS; SPECIAL CONDITIONS; AND SPECIFICATIONS LISTED IN THIS SOLICITATION.
8. IMPORTANT: BY SIGNING THE BID, THE BIDDER CERTIFIES COMPLIANCE WITH ALL INSTRUCTIONS TO BIDDERS, TERMS CONDITIONS AND SPECIFICATIONS, AND FURTHER CERTIFIES THAT THIS BID IS MADE WITHOUT COLLUSION OR FRAUD. THIS BID IS TO BE MANUALLY SIGNED IN INK BY A PERSON AUTHORIZED TO BIND THE VENDOR (SEE NO. 30). ALL BID INFORMATION SHALL BE IN INK OR TYPEWRITTEN.

9. ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE LOUISIANA TECH UNIVERSITY OFFICE OF PURCHASING AT THE ADDRESS AND TELEPHONE NUMBER LISTED HERIN. (SEE SCHEDULE OF EVENTS)
10. BID FORMS: ALL WRITTEN BIDS, UNLESS OTHERWISE PROVIDED FOR, MUST BE SUBMITTED ON, AND IN ACCORDANCE WITH, FORMS PROVIDED, PROPERLY SIGNED (SEE NO. 21). BIDS SUBMITTED IN THE FOLLOWING MANNER WILL NOT BE ACCEPTED:
 - A. BID CONTAINS NO SIGNATURE INDICATING INTENT TO BE BOUND;
 - B. BID FILLED OUT IN PENCIL; AND
 - C. BID NOT SUBMITTED ON THE DESIGNATED BID FORMS.
11. BIDS MUST BE RECEIVED AT THE ADDRESS SPECIFIED IN THE SOLICITATION PRIOR TO BID OPENING TIME IN ORDER TO BE CONSIDERED.
12. STANDARDS OF QUALITY – SEE BID DOCUMENT FOR FULL REQUIREMENTS.
13. BID OPENING: BIDDERS MAY ATTEND THE BID OPENING, BUT NO INFORMATION OR OPINIONS CONCERNING THE ULTIMATE CONTRACT AWARD WILL BE GIVEN AT THE BID OPENING OR DURING THE EVALUATION PROCESS. BIDS MAY BE EXAMINED WITHIN 72 HOURS AFTER BID OPENING. INFORMATION PERTAINING TO COMPLETED FILES MAY BE SECURED BY VISITING THE LOUISIANA TECH UNIVERSITY PURCHASING OFFICE DURING NORMAL WORKING HOURS. WRITTEN BID TABULATIONS WILL NOT BE FURNISHED PRIOR TO 72 HOURS.
14. PRICES: UNLESS OTHERWISE SPECIFIED BY LOUISIANA TECH UNIVERSITY IN THE SOLICITATION, BID PRICES MUST BE COMPLETE, INCLUDING TRANSPORTATION PREPAID BY BIDDER TO DESTINATION AND FIRM FOR ACCEPTANCE FOR A MINIMUM OF 30 DAYS. IF ACCEPTED, PRICES MUST BE FIRM FOR THE CONTRACTUAL PERIOD.
15. TAXES: VENDOR IS RESPONSIBLE FOR INCLUDING ALL APPLICABLE TAXES AND FEES AND TARIFFS IN THE BID PRICE. STATE AGENCIES ARE EXEMPT FROM ALL STATE AND LOCAL SALES AND USE TAXES.
16. CONTRACT RENEWALS: UPON AGREEMENT OF THE STATE OF LOUISIANA AGENCY AND THE CONTRACTOR, A TERM CONTRACT MAY BE EXTENDED FOR 4 ADDITIONAL 12-MONTH PERIODS AT THE SAME PRICES, TERMS AND CONDITIONS. IN SUCH CASES, THE TOTAL CONTRACT TERM CANNOT EXCEED 60 MONTHS.

17. CONTRACT CANCELLATION: THE STATE OF LOUISIANA HAS THE RIGTH TO CANCEL ANY CONTRACT, IN ACCORDANCE WITH PURCHASING RULES AND REGULATIONS, FOR CAUSE, INCLUDING BUT NOT LIMITED TO, THE FOLLOWING: (1) FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE CONTRACT; (2) FAILURE OF THE PRODUCT OR SERVICE TO MEET SPECIFICATIONS, CONFORM TO SAMPEL QUALITY OR TO BE DELIVERED IN GOOD CONDITION; (3) MISREPRESENTATION BY THE CONTRACTOR; (4) FRAUD, COLLUSION, CONSPIRACY OR OTHER UNLAWFUL MEANS OF OBTAINING ANY CONTRACT WITH THE STATE; (5) CONFLICT OF CONTRACT PROVISIONS WITH CONSTITUTIONAL OR STATUTORY PROVISIONS OF SATE OR FEDERAL LAW; (6) ANY OTHER BREACH OF CONTRACT.
18. APPLICABLE LAW: ALL CONTRACTS SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF LOUISIANA.
19. COMPLIACNE WITH CIVIL RIGHTS LAWS: BY SUBMITTING AND SIGNING THIS BID, BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE FOLLOWING AS APPLICABLE: TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED BY THE EQUAL OPPORTUNITY ACT OF 1972, FEDERAL EXECUTIVE ORDER 11246, FEDERAL REHABILITATION ACT OF 1973, AS AMENDED, THE VETERAN'S READJUSTMENT ASSISTANCE ACT OF 1974, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, THE AGE ACT OF 1975, AND BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE AMERICNS WITH DISABILITIES ACT OF 1990. BIDDER AGREES NOT TO DISCRIMINATE IN ITS EMPLOYMENT PRACTICES, AND WILL RENDER SERVICES UNDER ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION WITHOUT REGARD TO RACE, COLOR, RELGION, NATIONAL ORIGIN, BETERAN STATUS, POLITICAL AFFILIATION, OR DISABILITIES. ANY ACT OF DISCRIMINATION COMMITTED BY BIDDER, OR FAILURE TO COMPLY WITH THESE STATUTORY OBLIGATIONS WHEN APPLICABLE, SHALL BE GROUNDS FOR TERMINATION OF ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION.
20. SPECIAL ACCOMMODATION: ANY "QUALIFIED INDIVIDUAL WITH A DISABILITY" AS DEFINED BY THE AMERICANS WITH DISABILITIES ACT, WHO HAS SUBMITTED A BID AND DESIRES TO ATTEND THE BID OPENING, MUST NOTIFY THIS OFFICE IN WRITING NOT LATER THAN 7 DAYS PRIOR TO THE BID OPENING DATE OF THEIR NEED FOR SPECIAL ACCOMMODATIONS. IF THE REQUEST CANNOT BE REASONABLY PROVIDED, THE INDIVIDUAL WILL BE INFORMED PRIOR TO THE BID OPENING.

21. INDEMNITY: CONTRACTOR AGREES, UPON RECEIPT OF WRITTEN NOTICE OF A CLAIM OR ACTION, TO DEFEND THE CLAIM OR ACTION, OR TAKE OTHER APPROPRIATE MEASURE, TO INDEMNIFY, AND HOLD HARMLESS, THE STATE, ITS OFFICERS, ITS AGENTS AND ITS EMPLOYEES FROM AND AGAINST ALL CLAIMS AND ACTIONS FOR BODILY INJURY, DEATH OR PROPERTY DAMAGES CAUSED BY THE FAULT OF THE CONTRACTOR, ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. CONTRACTOR IS OBLIGATED TO INDEMNIFY ONLY TO THE EXTENT OF THE FAULT OF THE CONTRACTOR, ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. HOWEVER, THE CONTRACTOR SHALL HAVE NO OBLIGATION AS SET FORTH ABOVE WITH RESPECT TO ANY CLAIM OR ACTION FROM BODILY INJURY, DEATH OR PROPERTY DAMAGES ARISING OUT OF THE FAULT OF THE STATE, ITS OFFICERS, ITS AGENTS OR ITS EMPLOYEES.

22. SIGNATURE AUTHORITY: ATTENTION: R.S. 39:1594(C) (4) REQUIRES EVIDENCE OF AUTHORITY TO SIGN AND SUBMIT BIDS TO THE STATE OF LOUISIANA. YOU MUST INDICATE WHICH OF THE FOLLOWING APPLY TO THE SIGNER OF THIS BID.

PLEASE CIRCLE ONE:

- 1) THE SIGNER OF THIS BID IS EITHER A CORPORATE OFFICER WHO IS LISTED ON THE MOST CURRENT ANNUAL REPORT ON FILE WITH THE SECRETARY OF STATE OR A MEMBER OF A PARTNERSHIP OR PARTNERSHIP IN COMMENDAM AS REFLECTED IN THE MOST CURRENT PARTNERSHIP RECORDS ON FILE WITH THE SECRETARY OF STATE. A COPY OF THE ANNUAL REPORT OR PARTNERSHIP MUST BE SUBMITTED TO THIS OFFICE BEFORE CONTRACT AWARD.
- 2) THE SIGNER OF THIS BID IS A REPRESENTATIVE OF THE BIDDER AUTHORIZED TO SUBMIT THIS BID AS EVIDENCED BY DOCUMENTS SUCH AS, COPORATE RESOLUTION, CERTIFICATION AS TO CORPORATE PRINCIPAL. ETC. IF THIS APPLIES A COPY OF THE RESOLUTION, CERTIFICATION, OR OTHER SUPPORTIVE DOCUMENTS MUST BE ATTACHED HERETO.
- 3) THE BIDDER HAS FILED WITH THE SECRETARY OF STATE AN AFFIDAVIT OR RESOLUTION OR OTHER ACKNOWLEDGED/AUTHENTIC DOCUMENT INDICATING THAT THE SIGNER IS AUTHORIZED TO SUBMIT BIDS FOR PUBLIC CONTRACTS. A COPY OF THE APPLICABLE DOCUMENT MUST BE SUBMITTED TO THIS OFFICE BEFORE CONTRACT AWARD.

- 4) THE SIGNER OF THE BID HAS BEEN DESIGNATED BY THE BIDDER AS AUTHORIZED TO SUBMIT BIDS ON THE BIDDER'S VENDOR REGISTRATION ON FILE WITH HIS OFFICE.

23. IN ACCORDANCE WITH THE PROVISIONS OF R.S. 39:2182, IN AWARDED CONTRACTS AFTER AUGUST 15, 2010, ANY PUBLIC ENTITY IS AUTHORIZED TO REJECT A PROPOSAL OR BID FROM, OR NOT AWARD THE CONTRACT TO, A BUSINESS IN WHICH ANY INDIVIDUAL WITH AN OWNERSHIP INTEREST OF FIVE PERCENT OR MORE, HAS BEEN CONVICTED OF, OR HAS ENTERED A PLEA OF GUILTY OR NOLO CONTENDERE TO ANY STATE FELONY OR EQUIVALENT FEDERAL FELONY CRIME COMMITTED IN THE SOLICITATION OR EXECUTION OF A CONTRACT OR BID AWARDED UNDER THE LAWS GOVERNING PUBLIC CONTRACTS UNDER THE PROVISIONS OF CHAPTER 10 OF TITLE 38 OF THE LOUISIANA REVISED STATUTES OF 1950, PROFESSIONAL, PERSONAL, CONSULTING, AND SOCIAL SERVICES PROCUREMENT UNDER THE PROVISIONS OF CHAPTER 16 OF TITLE 39, OR THE LOUISIANA PROCUREMENT CODE UNDER THE PROVISIONS OF CHAPTER 17 OF TITLE 39.
24. IT IS AGREED THAT THE LEGISLATIVE AUDITOR OF THE STATE OF LOUISIANA AND/OR THE OFFICE OF THE GOVERNOR, DIVISION OF ADMINISTRATION AUDITORS SHALL HAVE THE OPTION OF AUDITING ALL ACCOUNTS WHICH RELATE TO THIS CONTRACT.
25. THE CONTINUATION OF THIS CONTRACT IS CONTINGENT UPON THE APPROPRIATION OF FUNDS TO FULFILL THE REQUIREMENTS OF THE CONTRACT BY THE LEGISLATURE. IF THE LEGISLATURE FAILS TO APPROPRIATE SUFFICIENT MONIES TO PROVIDE FOR THE CONTINUATION OF THE CONTRACT, OR IF SUCH APPROPRIATION IS REDUCED BY THE VETO OF THE GOVERNOR OR BY ANY MEANS PROVIDED IN THE APPROPRIATIONS ACT TO PREVENT THE TOTAL APPROPRIATION FOR THE YEAR FROM EXCEEDING REVENUES FOR THAT YEAR, OR FOR ANY OTHER LAWFUL PURPOSE, AND THE EFFECT OF SUCH REDUCTION IS TO PROVIDE INSUFFICIENT MONIES FOR THE CONTINUATION OF THE CONTRACT.
26. WHENEVER A PUBLIC ENTITY ENTERS INTO A CONTRACT IN EXCESS OF FIVE THOUSAND DOLLARS FOR THE CONSTRUCTION, ALTERATION, OR REPAIR OF ANY PUBLIC WORKS, THE OFFICIAL REPRESENTATIVE OF THE PUBLIC ENTITY SHALL REDUCE THE CONTRACT TO WRITING AND HAVE IT SIGNED BY THE PARTIES. WHEN AN EMERGENCY AS PROVIDED IN R.S. 38:2212(D) IS DEEMED TO EXIST FOR THE CONSTRUCTION, ALTERATION, OR REPAIR OF ANY PUBLIC WORKS AND THE CONTRACT FOR SUCH

EMERGENCY WORK IS LESS THAN FIFTY-THOUSAND DOLLARS, THERE SHALL BE NO REQUIREMENT TO REDUCE THE CONTRACT TO WRITING. (R.S. 38:2241)

(2) FOR EACH CONTRACT IN EXCESS OF TWENTY-FIVE THOUSAND DOLLARS PER PROJECT, THE PUBLIC ENTITY SHALL REQUIRE OF THE CONTRACTOR A BOND WITH GOOD, SOLVENT, AND SUFFICIENT SURETY IN A SUM OF NOT LESS THAN FIFTY PERCENT OF THE CONTRACT PRICE FOR THE PAYMENT BY THE CONTRACTOR OR SUBCONTRACTOR TO CLAIMANTS AS DEFINED IN R.S. 38:2242. THE BOND FURNISHED SHALL BE A STATUTORY BOND AND NO MODIFICATION, OMISSIONS, ADDITIONS IN OR TO THE TERMS OF THE CONTRACT, IN THE PLANS OR SPECIFICATIONS, OR IN THE MANNER AND MODE OF PAYMENT SHALL IN ANY MANNER DIMINISH, ENLARGE, OR OTHERWISE MODIFY THE OBLIGATIONS OF THE BOND. THE BOND SHALL BE EXECUTED BY THE CONTRACTOR WITH SURETY OR SURETIES APPROVED BY THE PUBLIC ENTITY AND SHALL BE RECORDED WITH THE CONTRACT IN THE OFFICE OF THE RECORDER OF MORTGAGES IN THE PARISH WHERE THE WORK IS TO BE DONE NOT LATER THAN THIRTY DAYS AFTER THE WORK HAS BEGUN.

LOUISIANA TECH UNIVERSITY

INVITATION TO BID ONLY



BIDDER MUST FILL IN COMPANY NAME AND COMPLETE ADDRESS (PRINTED OR TYPED)

PHONE:

FAX:

EMAIL:

BID OPENING:

Wed., March 16th @ 2:00 P.M.

BID NUMBER:

50012-329-16

DEPARTMENT

Louisiana Tech Magazine

PRICE MUST BE FIRM FOR AT LEAST 30 DAYS FROM OPENING DATE

DELIVERY IN DAYS

TERMS

BIDDER AGREES TO COMPLY WITH ALL CONDITIONS BELOW AND ATTACHED TO THIS REQUEST.

Prices are to be complete and the FOB point to be Louisiana Tech University unless otherwise specified.

RETURN THIS FORM TO:

PURCHASING OFFICE

P.O. Box 3157

408 Keeny Hall

College Drive

RUSTON, LA 71272

Phone: 318-257-4205

Fax: 318-257-3772

Company Quote
if applicable

FAILURE TO SIGN WILL DISQUALIFY BID

Typed or Printed Name

Authorized Signature/Title

ITEM:	COMPLETE SPECIFICATIONS	QTY. & UNIT:	UNIT PRICE:	AMOUNT:
1	<p>Louisiana Tech University is now accepting SEALED bids for the printing of the Louisiana Tech Magazine.</p> <p>Printing of Tech Magazine</p> <p>See attached specifications</p> <p>The magazine will be printed twice; price should remain the firm for both editions.</p> <p>The first printing is expected to take place during April 2016, and the second to be completed during July/August 2016.</p> <p>***Bids must be returned to the La Tech Purchasing office via mail. Do not fax/email.***</p> <p>For more information, please call Frank Bennett at 318-295-4351</p>	15,000		

IMPORTANT: If bidding other than requested brand and product number (or style), enclose sufficient literature to determine compliance with specification. Failure to comply with this request may eliminate your bid from consideration. Any manufacturer's names, trade names, brand names, or catalog numbers used in the specifications are for the purpose of describing and establishing general quality levels. Such references or not intended to be restrictive. Bids will be considered for any brand which meets or exceeds the quality of the specifications listed for any item.



SPECIFICATIONS

Date: 1.26.15

Contact: Mark Coleman ph 318.257.4854 fax 318.257.4938 e-mail: mcoleman@latech.edu

Please quote by: See requested date on enclosed purchase requisition.

Note:

Please quote your best price and turnaround time for the following job:**Specifications:**

Title of job: Louisiana Tech Magazine

Quantity: 15,000

Total Pages: 48 page plus cover

Page Size: 10.875 h x 8.375 w finished

Paper: **Cover:** 100# matte text / **Inside pages:** 70# matte text – must at least be a #2 grade sheet
plus flood satin aqueous coating on cover only (aqueous may need to knock out on mail panel)

Ink: 4/4 color process with full bleed throughout

Bindery: trimmed / scored / folded / saddle stitched / apply delivery addresses (list provided)
It will also need to be shipped, but will be paid separately, so do not include postage in your bid.

Packing: FOB LA Tech

Proofs: Laser mock up to show bindery plus match print required. If this is an extra fee, please indicate in your bid.

Material Provided: Artwork will be provided in InDesign or PDF.

Mail Services: After shipping, deliver remaining magazines to Louisiana Tech Marbury Alumni Center.

Special Instructions:

- This magazine must be printed on an offset, sheet fed press or heat set web press.
- Send a printed sample (preferably on the same stock) from the press you would print this on with your bid.

Quote:

Price: \$

Remarks:

Thank you for your bid. We look forward to working with you.

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
				-			-	
Employer identification number								
				-				

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign
Here

Signature of
U.S. person ▶

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.